

# EVENT IDENTITY™

## TERMS AND CONDITIONS

Welcome to the Event Identity™ site (the "Site"). Any person who accesses the Site and uses the services provided through this site (the "Services"), accepts the terms and conditions of this Agreement without change. BY REGISTERING FOR AND USING THE SERVICES, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, AND ALL POLICIES AND GUIDELINES OF THE SITE ARE INCORPORATED BY REFERENCE.

**1. Use of Site.** Event Identity, LLC ("Event Identity, "we" or "our") reserves the right to change any of the terms and conditions or any policies or guidelines governing the Site or Services, at any time and in its sole discretion. Any changes will be effective upon posting of the revisions on the Site. All notice of changes to this Agreement will be posted on the Site for thirty (30) days. You are responsible for reviewing the notice and any applicable changes. Changes to referenced policies and guidelines may be posted without notice to you. YOUR CONTINUED USE OF THIS SITE AND THE SERVICES FOLLOWING OUR POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS AGREEMENT, DO NOT CONTINUE TO USE THE SERVICES OR THIS SITE.

**2. Eligibility.** Use of the Site and Services is limited to parties that can enter into and form contracts under applicable law. Individuals under the age of 18 are not allowed to use the Services or register with the Site. Eligible individuals must provide their real name, address, phone number, e-mail address, and valid credit card information to complete the registration process. Incomplete applications will not be registered with this Site. By registering with the Site, you represent and warrant that: (a) if you are a business, you are duly organized, validly existing and in good standing under the laws of the country in which your business is registered and that you are registering for the Services within such country; and (b) you have all requisite right, power and authority to enter into this Participation Agreement and perform your obligations hereunder.

**3. Reservation of Rights.** Event Identity retains the right to determine the content, appearance, design, functionality and all other aspects of the Site and the Services (including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspects of the Site and the Service and any element, aspect, portion or feature thereof, from time to time), and to delay or suspend listing of, or to refuse to list, or to de-list any or all products in our sole discretion. We may in our sole discretion withhold for investigation, refuse to process, stop and/or cancel any of your transactions.

**4. Password Security.** Your password may be used only by you to access the Site, use the Services, electronically sign your transactions, and review your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account) and

are solely responsible for any use of or action taken under your password on this Site. You agree to notify Event Identity immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account. If your password is compromised, you must change your password.

## 5. Content Posted

**a. Content.** You are solely responsible for the Content that you post on, through or in connection with any of the Event Identity Services, and any material or information that you transmit to other Members and for your interactions with other Users. Please choose carefully the information that you post on, through or in connection with the Event Identity Site. Your Event Identity profile may not include any form of Prohibited Content, as outlined below. Event Identity assumes no responsibility or liability for information, materials, products or services provided by other Event Identity Members. If you become aware of misuse of the Event Identity Services by any person or Linked Service, please click on the "Contact Event Identity" or the "Report Abuse" link at the bottom of the Event Identity Website pages.

**b. Postings Rejected.** Event Identity may reject, refuse to post or delete any Content for any or no reason, including, but not limited to, content that in the sole judgment of Event Identity violates this Agreement or which may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity. Event Identity assumes no responsibility for monitoring the Event Identity Services for inappropriate Content or conduct. If at any time Event Identity chooses, in its sole discretion, to monitor the Event Identity Services, Event Identity nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content.

**c. Prohibited Content/Activity.** By accessing this site, you agree not to post illegal, prohibited or inappropriate materials on Event Identity. You agree that you will: (i) conduct business in a manner that reflects favorably at all times on the teaching profession and the good name, goodwill and reputation of Event Identity; (ii) avoid deceptive, misleading or unethical practices; (iii) make no false or misleading representations; (iv) not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material; and (v) make no representations, warranties or guarantees that are inconsistent with policies of Event Identity. Furthermore, you agree that you shall not post or supply any material that contains profane or obscene pictures, graphics or text, nor shall you advertise or provide gambling, adult entertainment, escort services or other sexually oriented business products or services, including by links to other websites containing such restricted materials.

**d. Protected Information.** You will not, and will cause your affiliates not to, directly or indirectly disclose, convey or use any order information or other data or information acquired by you or your affiliates from Event Identity or its affiliates, the transactions contemplated hereby or the parties' performance hereunder (collectively, "**Event Identity Transaction Information**"), except you may disclose this information as necessary for you to perform your obligations under this Agreement, provided that you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information. The terms of this Section do not prevent you from using other

information that you obtain separately from the Event Identity Transaction Information, even if such information is identical to Event Identity Transaction Information, provided that you do not target communications on the basis of the intended recipient being an EventIdentity.com user.

## 6. Your Transactions

**a. Event Identity** does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. In no event shall **Event Identity** be liable to you in any manner whatsoever for any decision made by you, or for any act or failure to act by you, in reliance upon information provided at this Site.

**b. Links to Online Merchants.** The links provided by **Event Identity** to other sites on the internet are owned and operated by the online merchants or other third party E-commerce and E-content providers. Event Identity does not warrant that product descriptions or other content on any links provided by this site is accurate, complete, reliable, current, error-free, or that the content is available. In no event shall Event Identity be liable to you in any manner whatsoever for any decision made by you, or for any act or failure to act by you, in reliance upon information provided at any links provided by this Site.

**c. Identification of Merchants.** Mention of online merchants, products or services, including the use of trademarks or links to these online merchants, products or services is for informational purposes only and constitutes neither an endorsement nor a recommendation of those online merchants, products or services. In addition, such use of trademarks or link to online merchants is not intended to imply, directly or indirectly, that those online merchants are endorsed by or have affiliation with this Site.

## 7. Intellectual Property Rights

**a. No Infringement.** Event Identity respects the intellectual property of others, and requires that our users do the same. You may not upload, embed, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. Event Identity, and other marks used on this Site are trademarks of Event Identity, LLC, a Texas limited liability company

**b. Disclaimer.** We do not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials (collectively, "Content") that you transmit, submit, display or publish ("post") on, through or in connection with the Event Identity Services.

**c. Protection of Site.** Content or technology from this Site cannot be copied, modified, redistributed, or published without the express permission of Event Identity or the owners of the content. Event Identity provides this information without charge for non-commercial purposes only. Content may be downloaded or copied from this Site only for the individual's own personal use provided that all copyright and other notices contained in such content are maintained.

## 8. Your Grant.

**a. Limited License.** By posting any Content on, through or in connection with the Event Identity site or use of Services, you hereby grant to Event Identity a limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such Content solely on, through or in connection with the Event Identity Services without limitation. The license you grant to Event Identity is non-exclusive (meaning you are free to license your Content to anyone else in addition to Event Identity), fully-paid and royalty-free (meaning that Event Identity is not required to pay you or anyone else deriving rights from you for the use on the Event Identity Services of the Content that you post), sublicensable (so that Event Identity is able to use its affiliates and other partners to provide the Event Identity Services)

**b. Representations.** You represent and warrant that: (i) you own the Content posted by you on, through or in connection with the Event Identity Services, or otherwise have the right to grant the license set forth in this Section (Your Grant), and (ii) the posting of your Content on, through or in connection with the Event Identity Services and/or Linked Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for all royalties, fees, and any other monies owing any person or entity by reason of the use of any Content posted by you on or through the Event Identity Services and/or Linked Services.

## **9. Illegal Activity**

**a. Compliance with Laws; Fraud.** The Site and Services may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes, and regulations. You may not register under a false name or use an invalid or unauthorized credit card. You may not impersonate any participant or use another participant's password(s). Such fraudulent conduct is a violation of federal and state laws. Fraudulent conduct may be reported to law enforcement, and we will cooperate to ensure that violators are prosecuted to the fullest extent of the law.

**b. Investigation. Event Identity** has the right, but not the obligation, to monitor any activity and content associated with this Site and investigate as we deem appropriate. **Event Identity** also may investigate any reported violation of its policies or complaints and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of service, denying access, and/or removal of any materials on the Site, including listings. **Event Identity** reserves the right and has absolute discretion to remove, screen, or edit any content that violates these provisions or is otherwise objectionable.

**c. Disclosure of Information. Event Identity** also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with governmental requests, to protect Event Identity's systems and customers, or to ensure the integrity and operation of Event Identity's business and systems, Event Identity may access and disclose any information it considers necessary or appropriate, including but not limited to user contact details, IP addressing and traffic information, usage history, and posted content.

**10. Disclaimer of Warranties.** THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. EVENT IDENTITY LLC DISCLAIMS ALL REPRESENTATIONS OR

WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION:

a. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;

b. THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR;

c. THAT THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE SITE WILL BE AS REPRESENTED BY SELLERS, AVAILABLE FOR SALE AT THE TIME OF FIXED PRICE SALE, LAWFUL TO SELL, OR THAT SELLERS OR BUYERS WILL PERFORM AS PROMISED;

d. ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND

e. TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EVENT IDENTITY DISCLAIMS ANY AND ALL SUCH WARRANTIES.

#### **11. Indemnity/Limitation of Liability.**

a. **Indemnity and Defense.** You will defend, indemnify and hold harmless Event Identity and its affiliates (and their respective employees, directors, members, principals, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees) arising out of any Claim that arises out of or relates to any breach of the terms of this Agreement.

b. **Limitation of Liability.** EVENT IDENTITY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PARTICIPATION AGREEMENT, THE SITE, THE SERVICES, THE INABILITY TO USE THE SERVICES, OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES.

c. **Equitable Relief.** You agree that it would be impossible to measure or calculate monetary damages for breach of these terms and conditions, and accordingly, you agree that if you breach any obligations under this Agreement, Event Identity shall be entitled, without more, to a temporary restraining order and injunction, temporary and permanent, for a breach or anticipated breach of this Agreement. Nothing in this Agreement shall be read or construed to prohibit TeachersLikeUs from pursuing any other remedies at law or in equity for actual or threatened breach of this Agreement.

**12. Termination.** Event Identity, in its sole discretion, may terminate this Agreement, access to the Site or the Services immediately without notice for any reason.

**13. General Provisions**

**a. Entire Agreement.** This Agreement, including any terms and conditions incorporated herein by reference, and the general terms and conditions of the Site, including but not limited to the Privacy Notice and Conditions of Use, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and cancels all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with the subject matter hereof.

**b. Severability.** If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

**c. No Waiver.** We will not be considered to have waived any of our rights or remedies described in this Agreement unless the waiver is in writing and signed by us. No delay or omission by us in exercising our rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. Event Identity's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of Event Identity's right to subsequently enforce such provision or any other provisions of this Agreement.

**d. Applicable Law.** The laws of the State of Texas govern this Agreement and all of its terms and conditions. Any dispute with Event Identity or its affiliates relating in any way to these terms and conditions or your use of the Services shall be adjudicated in any state or federal court in Harris County, Texas, and you consent to exclusive jurisdiction and venue in such courts.

**14. Contact Information**

You can reach us through the contact page on the website, or by mail to:

Event Identity, LLC  
C/o Registered Agent  
3900 Essex Lane, Suite 1111  
Houston Texas 77027